

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

IN RE:

Fredrick Allen Scollay
Carolyn Ruth Fischer

Debtor(s)

Case No.: 19-04229
Chapter: 13
Plan filed on 02/18/2019
Confirmation Hearing: 5/3/19
Judge A. Benjamin Goldgar (Lake)

OBJECTION TO CONFIRMATION OF PLAN FILED ON 02/18/2019

NOW COMES OCWEN LOAN SERVICING, LLC AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R6, and/or its assigns (hereinafter “Movant”), by and through its attorneys, Codilis & Associates, P.C., and moves this Honorable Court for an Order denying confirmation of Debtor’s plan filed on 02/18/2019 and in support thereof states as follows:

1. Debtor filed a petition under Chapter 13 of Title 11, United States Bankruptcy Code on 2/18/19 and this Court has jurisdiction pursuant to 28 U.S.C. §1334 and Internal Operating Procedure 15(a) of the United States District Court for the Northern District of Illinois;

2. Movant intends to file a claim secured by an interest in the real property commonly known as 22925 W Lakeview Ave # 4, Antioch, IL and that the Chapter 13 plan herein proposes that Debtor cure the pre-petition arrearage claim through the Chapter 13 Trustee while maintaining current, post-petition mortgage payments;

3. That although Movant intends to file a proof of claim indicating an estimated pre-petition arrearage in the amount of \$13,267.80, the proposed plan provides for payment of only \$0.00 in contradiction of Movant’s rights under 11 U.S.C. §1322(b)(2) and/or §1322(b)(5);

4. That assuming Debtor makes all Chapter 13 plan payments in a timely fashion, the plan would have to be administered for approximately 77 months in order to pay Movant's estimated pre-petition arrearage in full and said cure is unreasonable and fails to adequately protect Movant's interest;

5. That at Part 3.1, the plan specifies the amount of the monthly current mortgage payment to be made by the debtor as \$1,086.00;

6. That the correct payment amount pursuant to the contract is \$1,286.50 and said amount may change from time to time due to escrow analysis or for other reasons;

7. That a confirmed plan might have the effect of binding Movant as a party to the bankruptcy to accept \$1,086.00 a month each month for the pendency of the bankruptcy in contradiction of its rights under the mortgage and 11 U.S.C. §1322;

8. That sufficient grounds exist for denial of confirmation as Debtor's plan:

- a. Fails to cure Movant's pre-petition arrearage claim amount in full;
- b. Fails to cure Movant's pre-petition arrearage claim within a reasonable time; and
- c. Fails to provide for correct post-petition mortgage payment.

9. Movant has incurred attorney fees and/or costs in connection with this bankruptcy proceeding subject to court approval, including:

\$500.00 for Objection to confirmation of the Chapter 13 plan including plan review and attending confirmation, if not separately billed

WHEREFORE, OCWEN LOAN SERVICING, LLC AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R6 prays this Court deny confirmation of the plan allowing the fees and costs described herein to be added to the indebtedness pursuant to the terms of the note and mortgage, and for such other and further relief as this Court may deem just and proper.

Dated this 3/1/2019.

Respectfully Submitted,
Codilis & Associates, P.C.

By: /s/ Laura A. Hrisko

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NOTE: This law firm is a debt collector.